

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently.

| | |
|---|--|
| <p>1. Name and address of registrant Tamen & Tamen <u>1100 Connecticut Ave., Suite 1000</u> <u>Washington, D.C. 20036</u></p> | <p>2. Registration No. 5456</p> |
| <p>3. Name of foreign principal The Ministry of Industrial and Commercial Development of the Republic of Cameroon</p> | <p>4. Principal address of foreign principal Yaounde, Cameroon</p> |

5. Indicate whether your foreign principal is one of the following:

- Foreign government

Foreign political party

Foreign or domestic organization: If either, check one of the following:

| | |
|--------------------------------------|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input type="checkbox"/> Association | <input type="checkbox"/> Other (<i>specify</i>) _____ |

Individual-State nationality

6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant. The Ministry of Industrial and Commercial development
b) Name and title of official with whom registrant deals. 200 31

7. If the foreign principal is a foreign political party, state:

- a) Principal address. NA

b) Name and title of official with whom registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

NA

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal

Yes No

Owned by a foreign government, foreign political party, or other foreign principal

Yes No

Directed by a foreign government, foreign political party, or other foreign principal

Yes No

Controlled by a foreign government, foreign political party, or other foreign principal

Yes No

Financed by a foreign government, foreign political party, or other foreign principal

Yes No

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes No

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

| Date of Exhibit A | Name and Title | Signature |
|-------------------|----------------------|--|
| 9/5/01 | Deborah Powell-Tamen |  |

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

| | |
|--|--|
| 1. Name of Registrant <u>Tamen & Tamen</u> <u>Attorneys at Law</u> | 2. Registration No. <u>5456</u> |
| 3. Name of Foreign Principal <u>The Ministry of Industrial and Commercial Development of the Republic of Cameroon</u> | |

Check Appropriate Boxes:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will provide Counsel and advice to the foreign principal with respect to representation and promotion of the Ministry of Industrial and Commercial Development in the United States of America. Registrant will assist foreign principal with participation in the African Growth and Opportunity Act (AGOA) process.

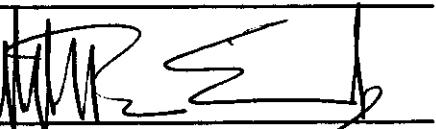
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide Counsel and advice to the Foreign Principal with respect to representation and promotion of the Ministry of Industrial and Commercial Development in the United States of America. Registrant will assist the principal with participation in the African Growth and Opportunity Act (AGOA) process.

9. Will the activities on behalf of he above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

N/A

| Date of Exhibit B | Name and Title | Signature |
|-------------------|---------------------------|---|
| 09/05/01 | Partner Emmanuel Tamen |  |

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

CONTRACT

**BETWEEN
THE MINISTRY OF INDUSTRIAL AND COMMERCIAL
DEVELOPMENT OF THE REPUBLIC OF CAMEROON**

AND

**TAMEN & TAMEN
ATTORNEYS**

**Object : COMMERCIAL AND LEGAL SERVICES REPRESENTATION
ON THE SUBJECT OF THE AFRICAN GROWTH AND
OPPORTUNITY ACT (AGOA)**

2001 SEP - 7 M 10:13
REGISTRATION NUMBER
CIVIL REGISTRATION UNIT

Between :

The Government of the Republic of Cameroon represented by the Ministry of Industrial and Commercial Development hereinafter « The Ministry » on one part :

and :

TAMEN & TAMEN, Attorneys at Law, located at 1100 CONNECTICUT AVENUE, N.W, Suite 1000 WASHINGTON, D.C. 20036, represented by Mr. TAMEN Emmanuel, hereinafter, « The Firm »,

The following terms hereby apply:

ARTICLE 1 : THE OBJECTIVE OF THE CONTRACT

The firm is to assist and advise the Ministry of Industrial and Commercial Development on the U.S. international trade regulatory process in light of the African Growth and Opportunity Act (AGOA).

The following actions are hereby outlined:

August 2001

- Assist in the creation of a National Cameroonian Commission on AGOA ;
- Submit a report which outlines the current position of Cameroon and the necessary steps to integrate the Ministry in the AGOA process;
- Provide assistance and Counsel to the members of the Cameroonian National Council on AGOA;
- Provide a detailed report outlining the necessary procedures for Cameroon to secure an acceptable Textiles Visa system.

September 2001

- Assist the Ministry in completing all the necessary conditions so that the Cameroonian customs certification system will be approved by the United States Trade Representatives office in the context of a bilateral visa arrangement system;
- Report on the implementation of AGOA in Washington, D.C. and update the National Commission on any planned developments or modifications of AGOA ;

- Submit a detailed report on AGOA's effects on economic sectors of particular importance to Cameroon. The following seven (7) sectors will be reviewed :
 - Agriculture and Forestry products;
 - Chemical products and Derivatives;
 - Energy products and Derivatives;
 - Mineral products and metal products;
 - Transportation and other machinery;
 - Shoes, Leather, Watches and other electronic products;
 - Textile and Apparel products.
- Assist the government in preparing its position on the upcoming US-Sub-Saharan Africa Trade and Economic Cooperation Forum.

October 2001

- Provide the following assistance to the Cameroonian Delegation during the US-Sub-Saharan Africa Trade and Economic Cooperation in Washington, DC. :
 - Provide assistance to members of the Official Delegation, Members of the National Commission, Economic Operators and Cameroonian Non-Governmental Organizations (NGOs);
 - Organize business sessions with American Investors;
 - Assist the official Delegation with their presentations on AGOA ;
- Post-Forum evaluation;
- Follow-up with contacts.

ARTICLE 2 : FINANCIAL CLAUSES

1°) The Ministry agrees to pay the firm the agreed amounts upon execution of the contract.

2°) The contract amount is 80.000.000 (eighty million francs CFA) or \$115,000.00 (dollars).

3°) All Payments are to be made in US dollars and by wire transfer to the following bank account of TAMEN & TAMEN:

ABA Routing Number : 051000020
Swift Code : SNTRUS3A

4°) The ministry agrees to pay an advance of fifty percent (50%) of the contract fee to the firm at the time of signing.

5°) The remaining amount of 40.000.000 (forty million franc CFA) or \$58,000.00 is to be paid in September 2001.

ARTICLE 3 : VENUE

The contract will be performed in Cameroon and the United States.

ARTICLE 4 : DURATION

1) This contract for services is valid for three months and takes effect upon signing by both parties.

2) The contract may be modified, extended or amended in writing and by mutual agreement of the parties.

ARTICLE 5 : TERMINATION

1) Should the Firm fail to provide the services agreed upon in Article 1 of the contract, the Ministry may after a 30 day formal notification and response period, terminate the present contract.

2) The Firm can also terminate the present contract for just cause after a 30 day formal notification and response period.

ARTICLE 6 : ARBITRATION

All disputes between the contracting parties arising out of the present contracts shall be addressed through a conciliation process. If a settlement cannot be reached, the parties agree to settle any disputes through an arbitration process.

FOR THE FIRM,

FOR THE MINISTRY,

CONTRAT

ENTRE

**LE MINISTERE DU DEVELOPPEMENT INDUSTRIEL
ET COMMERCIAL DE LA REPUBLIQUE DU CAMEROUN**

ET

LE CABINET JURIDIQUE TAMEN & TAMEN

Objet : **CONSEIL – ASSISTANCE – CONSULTATIONS JURIDIQUES
AU SUJET DE LA LOI AMERICAINE SUR LA CROISSANCE
ET LES POSSIBILITES ECONOMIQUES EN AFRIQUE
(AGOA)**

DUREE : TROIS (03) MOIS

Entre :

Le Gouvernement de la République du Cameroun, représenté par le Ministre d'Etat chargé du Développement Industriel et Commercial, ci-après désigné « Le Ministère », d'une part,

ET :

Le Cabinet TAMEN & TAMEN, sis au 1100 CONNECTICUT AVENUE, N.W, Suite 1000 WASHINGTON, D.C. 20036, représenté par Monsieur TAMEN Emmanuel, ci-après désigné « Le Cabinet », d'autre part,

Il a été convenu et arrêté ce qui suit :

ARTICLE 1^{er} : OBJET DU CONTRAT

Le Cabinet s'engage à assister et à conseiller le Ministère dans le cadre de l'exploitation de la loi américaine sur la croissance et les possibilités économiques en Afrique (AGOA).

A cet effet, les actions ci-après sont programmées :

Août 2001

- Appuyer la création et à la mise en place d'une Commission Nationale de la loi AGOA ;
- Soumettre un rapport sur la position actuelle du Cameroun et les étapes nécessaires pour mieux intégrer le processus de l'AGOA ;
- Assurer la formation des membres de la Commission Nationale AGOA ;
- Adresser un rapport détaillant les mesures appropriées pour faire entrer le Cameroun dans la catégorie des pays ayant un système de visa acceptable.

Septembre 2001

- Assister le Gouvernement à remplir les conditions requises afin que le système de certification douanière camerounais puisse être approuvé par l'Agence américaine du Commerce extérieur (USTR) dans le cadre d'un arrangement bilatéral du système de visa ;
- Suivre la mise en œuvre et l'application des dispositions de l'AGOA par la nouvelle administration à Washington, D.C., et rendre compte à la Commission Nationale des développements et modifications planifiées par la loi AGOA ;

- Soumettre un rapport approfondi sur les dispositions de la loi AGOA relatives aux secteurs d'activité présentant un intérêt particulier pour le Cameroun. Les sept (07) secteurs suivants y seront étudiés :
 - Produits agricoles et forestiers ;
 - Produits chimiques et dérivés ;
 - Produits énergétiques et dérivés ;
 - Minéraux et produite métalliques ;
 - Transports et autres machines ;
 - Chaussures, cuirs, montres et autres produits électroniques ;
 - Produits textiles et vêtements.
- Assister le Gouvernement dans les préparatifs de la Conférence ministérielle Etats-Unis/Afrique et du Forum de coopération commerciale et économique Etats-Unis/Afrique Sub-Saharienne.

Octobre 2001

- Dans le cadre de la participation camerounaise au Forum de coopération commerciale et économique Etats-Unis/Afrique Sub-Saharienne prévu à WASHINGTON, D.C. :
 - Encadrer les délégations d'officiels, de la Commission Nationale, d'opérateurs économiques et des O.N.G ;
 - Organiser des rencontres avec des investisseurs américains ;
 - Assister les délégations dans l'élaboration des documents et la présentation officielle du Cameroun par rapport à l'AGOA ;
- Evaluation post – Forum ;
- Suivi des contacts.

ARTICLE 2 : CLAUSES FINANCIERES

- 1°)** Le Ministère s'engage à payer au Cabinet les sommes dues en exécution du contrat.
- 2°)** Le montant des honoraires s'élève à 80.000.000 (Quatre vingt millions) de francs CFA soit 115,000 (cent quinze mille) dollars.
- 3°)** Les paiements sont effectués en dollars USD par virement sur le compte bancaire de TAMEN & TAMEN :

4°) Une avance de démarrage dont le montant ne peut excéder cinquante pour cent (50%) du prix initial du contrat est accordé au Cabinet à la signature.

5°) Le paiement du reliquat 40.000.000 (Quarante millions) de francs CFA soit 58,000 (cinquante huit mille) dollars sera effectué au mois de Septembre 2001.

ARTICLE 3 : LIEU

L'objet du présent contrat sera réalisé au Cameroun et aux Etats-Unis.

ARTICLE 4 : DUREE

1) Le présent contrat, d'une durée de trois mois, prend effet à compter de la date de signature.

2) Il pourrait être modifié, prolongé ou amendé, par écrit et par accord mutuel des parties.

ARTICLE 5 : RESILIATION

1) Faute par le Cabinet de poursuivre la réalisation des prestations énoncées à l'article 1^{er}, le Ministère pourra résilier le présent contrat après une mise en demeure de trente (30) jours notifiée au Cabinet par tout moyen laissant traces.

2) le Cabinet peut également pour juste cause et après notification au Gouvernement trente (30) jours avant, résilier le présent contrat.

ARTICLE 6 : LITIGE

Tout litige survenant entre les parties contractantes dans le cadre du présent contrat doit faire l'objet d'une tentative de conciliation par entente directe. A défaut de règlement amiable, tout différend découlant du présent Contrat sera réglé par voie d'arbitrage.

POUR LE CABINET,

EMMANUEL TAMOU
July 16, 2001



**LE MINISTRE D'ETAT CHARGÉ
DU DEVELOPPEMENT INDUSTRIEL
ET COMMERCIAL**
POUR LE MINISTÈRE,
MAIGARI BELLO BOUBA